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10-20-1985

Bruno's, Inc. and its Subsidiary, Food World, Incorporated and United Food and Commercial Workers, Local 1657 (1985)

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Bruno's, Inc. and its Subsidiary, Food World, Incorporated and United Food and Commercial Workers, Local 1657 (1985)

Location

AL

Effective Date

10-20-1985

Expiration Date

9-24-1988

Number of Workers

4500

Employer

Bruno's, Inc. and its Subsidiary, Food World, Incorporated

Union

United Food and Commercial Workers

Union Local

1657

NAICS

44

Sector

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AGREEMENT

UNITED FOOD AND

COMMERCIAL WORKERS UNION

LOCAL 1657, AFL-CIO-CLC



AND

BRUNO'S FOOD STORES, INC.

AND ITS SUBSIDIARY,

FOOD WORLD, INC.

Effective October 20, 1985

To September 24, 1988

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x 9/88

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AGREEMENT

PREAMBLE

This Agreement is entered into and is effective on this 20th day of October, 1985, between Bruno's, Inc. and its Subsidiary, Food World, Incorporated, referred to hereinafter as the "Employer", and the United Food and Commercial Workers Local Union 1657, chartered by the United Food and Commercial Workers International Union, referred to hereinafter as the "Union".

It is the intent and purpose of the Employer and the Union to promote and improve labor management relations between them and to set forth herein the basic terms of agreement covering wages, hours and conditions of employment to be observed by the Employer.

In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desires in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

ARTICLE 1 - RECOGNITION OF THE UNION

The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours, and all other terms and conditions of employment for the appropriate bargaining unit herein established and described as follows:

All employees employed by the Employer in the Employer's present and future retail establishments situated within the State of Alabama who are engaged in handling or selling merchandise or performing other services incidental or related thereto, but excluding Store Managers, Co-Managers, Assistant Store Managers, Managers in training, all Guards, Professional Employees, and Supervisors as defined by the Labor Management Relations Act of 1947, as amended.

The Employer further agrees to not recognize, deal with, or enter into contractual relations, either orally or written, with any other labor organizations, agent, individual, or group concerning rates of pay, hours, or other terms and conditions of employment for any employees included in the bargaining unit hereinabove described.

ARTICLE 2 - DISPUTE PROCEDURE

(A) A grievance is defined to be any disagreement between the

Employer and the Union as to the interpretation or application of any provision of this Agreement. The Union reserves the right to present grievances through its authorized representatives on either an individual or collective basis.

(B) Should any difference, dispute or complaints arise over the interpretation or application of any provisions of this Agreement, there should be an earnest effort on the part of both parties to settle such grievance promptly through the following steps:

Step 1. By conference between the aggrieved employee, the shop steward, and/or Union representative, and the manager of the store. If the grievance is not settled within three (3) days, it shall be reduced to writing and a copy of the grievance shall be given to the store manager and then it shall be processed in Step 2.

Step 2. By conference between an official of the Union, the supervisor and a representative of the Employer. If the grievance is not settled within five (5) days, it may be referred to arbitration as set forth in Section C below.

(C) The Union and the Employer shall appoint a representative to meet in an effort to settle the grievance. If the representative of the Employer and the representative of the Union fail to settle the complaint within forty-eight (48) hours, those two persons shall request the Federal Mediation and Conciliation Service to provide a panel of persons from which an Arbitrator shall be selected by alternative strikes by the two representatives. The Arbitrator so selected shall decide the issue(s) submitted to him and his decision shall be binding on the Union, the Employer, and the employee. The expense of the Arbitrator shall be divided equally between the Employer and the Union.

Only grievances involving the same issue may be heard by an Arbitrator at one time without the agreement of both the Employer and the Union.

The Arbitrator shall not have the right to change any portion of this Agreement.

In the event the Union and the Employer disagree on the interpretation and/or application of a decision, then both parties shall request clarification from the Arbitrator, and such clarification shall become a part of the decision and shall be binding on the Union, the Employer, and the employee.

(D) The Employer may discharge any employee for just cause. The Employer will notify the Union, in writing, of

any discharge. The Union may file a written complaint with the Employer within seven (7) days after notification, asserting that the charges were improper, and in setting forth its objections thereto. Such complaint must be taken up promptly, and if the Employer and the Union fail to agree within forty-eight (48) hours, it may be referred within seven (7) days to arbitration, as set forth in Section C above. Should the Arbitrator determine that it was an unfair discharge, the Employer shall pay the employee for time lost, if the Arbitrator so decides.

(E) The Union shall have the right to determine if an employee's grievance is qualified to be submitted to arbitration by the Union, and such determination shall be binding on the employee and Union.

Grievances must be taken up promptly, and no grievance shall be discussed unless the outlined procedure has been followed. No grievance will be considered or discussed which is presented later than thirty (30) calendar days after such has happened.

(F) The Employer shall have the right to call a conference with the shop steward or official of the Union for the purpose of discussing his grievance or criticism.

(G) The store manager will grant access to the store and all work areas therein to an authorized Union representative at any time that employees are working on the premises for the purpose of satisfying himself that the terms of this Agreement are being complied with.

(H) No employee shall be discriminated against by the Employer for upholding Union principles or engaging in activities of the Union.

(I) It is agreed that Step 1, and 2, of this Article may be waived if mutually agreed to by the Employer and the Union in writing.

ARTICLE 3 - CONDITIONAL UNION SECURITY CLAUSE

(A) The Union security proviso specified in (B) below is acknowledged by the Employer and the Union as presently inoperative because it is contrary to the statutes of the State of Alabama, enacted pursuant to Section 14 (B) of the LMRA of 1947. However, should any Federal or State legislation hereafter legalize the operation of said union security proviso, or any other form of union security, the Employer and the Union agree that said proviso, or other form of union security to the maximum extent permitted by law shall be put

into full force and effect as a part of this Agreement beginning upon the earliest date permitted by such enabling legislation.

(B) It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this paragraph (B) only, the effective date of this Agreement as referred to above shall be determined in accordance with the provisions of paragraph (A) above.

ARTICLE 4 - SEPARABILITY

Any provision of this Agreement which may be adjudged by a court of last resort to be in conflict with any Federal or State law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate any such laws, it is agreed that in the event of a conflict between any provision of this Agreement and such Federal or State law, the remainder of this Agreement shall remain in full force and effect. The Employer and the Union agree that substitute provisions shall be written within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

ARTICLE 5 - MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to plan, direct, and control store operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain reasonable rules and regulations covering the operation of the stores are vested in the Employer, provided, however, that this right shall be exercised with due regard for the rights of the employees and provided further that it will not be used for the purpose of discrimination against any employee.

Section 1. The power of discharge and discipline for just cause, to promote and demote, lies with the Employer. It is agreed that this power shall be exercised with justice with regard to the rights of the employees and that this power

will not be used to discriminate against any employee.

Section 2. The power to discharge and discipline for just cause, to promote and demote, shall be subject to the grievance procedure. If such grievance is decided in favor of the employee, he shall be entitled to reinstatement and if the Arbitrator decided that the employee is entitled to pay for lost time, such pay will not exceed the straight time pay for the basic work week.

ARTICLE 6 - COMPANY MEETINGS

The Union will advise the Employer of the schedule of its regular meetings, and no Company meetings will be held so as to conflict therewith. Employees in the bargaining unit shall not be required to attend Company meetings on their scheduled day off, and time spent by employees in attending Company meetings shall be considered as time worked and paid for accordingly where such attendance is required and not voluntary.

ARTICLE 7 - PROBATIONARY PERIOD

The first ninety (90) days of any new employee's tenure shall be considered as probationary. Employees may be terminated during such period for any reason other than for upholding Union principles or engaging in activities of the Union. Probationary employees shall have no seniority rights, but upon successful completion of said probationary period, seniority rights shall date back to the initial date of employment. Newly hired employees shall not be qualified for holiday pay or other benefits whatsoever during the first ninety (90) days of employment.

ARTICLE 8 - CLERKS WORK CLAUSE

All work services connected with, or incidental to the operation of the Employer's Retail Establishment, including handling or selling of all merchandise shall be performed only by employees within the appropriate unit as defined in this Agreement.

The following are excluded from the preceding paragraph: Beverages, GMS Housewares, pet supplies, bread, crackers, cakes, cookies, milk, ice cream, potato chips, French s spices, and tobacco products.

No supervisory employee shall perform clerks work, except in case of emergencies beyond the control of the Employer.

In the event of a violation of this Article, the Employer

will pay to the senior employee not working forty (40) hours' that week, the amount of time spent in such violation at the employee's regular rate of pay. If this should result in the employee receiving more than forty (40) hours pay, the hours in excess of forty (40) would go to the next senior employee not working forty (40) hours that week.

ARTICLE 9 - EMPLOYMENT OF EMPLOYEES

Upon the employment of any newly hired or re-hired employee, the Employer agrees to notify the Union in writing within ten (10) days thereafter of such employment, furnishing the Union with the following information:

The employee's name, residence address, social security number, classification, location of employment, and date of employment. When requested by the Employer to do so, the Union agrees to provide the Employer with suitable forms for this purpose.

ARTICLE 10 - SEPARATION PAY

Any employee with more than six (6) months service who is laid off or discharged for any reason, other than proven dishonesty, drinking or drunkenness on the job, or other gross misconduct, including but not limited to, willfully damaging company property, leaving job without permission of supervisor, insubordination, and fighting, shall in addition to such pay as may be then due, receive one week's pay or one week's notice in lieu thereof. A part-time employee will receive pay for the average hours worked in the four (4) weeks immediately preceding said layoff or discharge (not to exceed forty (40) hours) or one (1) week's notice in lieu thereof. Such separation pay shall be paid in a lump sum.

ARTICLE 11 - JURY DUTY

Employees required to report for, or serve on, jury service on any scheduled workday shall be paid a full basic workday's pay for each such day, less any remuneration received by the employee for such jury service, provided, however, that a day's pay for part-time employees shall be paid for the number of hours regularly scheduled for the employee on the day in question.

When an employee is summoned for jury duty, he will immediately notify the store manager, giving him the date such duty will commence.

ARTICLE 12 - SENIORITY

(A) 1. Seniority shall be separate among full-time and

part-time employees and shall be defined as the length of continuous employment with the Employer. Seniority for layoffs shall be administered in accordance with "B" of this Article.

2. Agreed upon seniority lists shall be established and maintained by the following classifications, and such lists shall be mailed to the Union semi-annually.

Classifications: Grocery Clerks, Produce Clerks, Utility Clerks, Bakery Clerks, Office Clerks, Meat Clerks, Seafood Clerks, Checkers, Wrappers, DairyFrozen Food Managers, Bakery Managers, Grocery Managers, Assistant Grocery Managers (where weekly store volume is \$100,000 or over), Produce Managers, Assistant Produce Managers, Front End Managers, Assistant Front End Managers, Apprentices, Journeymen, and Boxmen.

The Employer will establish an Office Clerk classification, and those employees assigned to the Office Clerk classification will be scheduled as Office Clerks rather than Checkers. Should a full-time job come open in the Office Clerk classification, then this would be subject to the bid procedure.

An employee will be placed in the classification in which they perform the majority of their duties.

3. (a) Promotions to Department Manager or Assistant Department Manager positions shall be based on seniority and ability to perform the work provided their past six (6) months performance records are relatively equal. All other promotions shall be by seniority. Going from part-time to full-time is a promotion.

Upon the hiring or placing of an employee in the classification of Meat Clerk and/or Seafood Clerk, and during the first six months employees may claim such positions by seniority. After six months, employees other than Meat Clerks and Seafood Clerks shall not be allowed to exercise bidding or bumping rights within the Meat Clerk or Seafood Clerk classifications.

(b) The Employer shall notify the President of the Union in writing of all promotions within forty-eight (48) hours after such promotion becomes effective.

Upon receipt of such notice of promotions, the Union will send notice of such promotions to each store no later than the following Friday. All notices shall be posted on the bulletin board and shall remain posted for a period of fifteen (15) days. Any employee with more seniority than the promoted employee may file for such position by completing a

bid form supplied by the Union. All bids must be filed within fifteen (15) days from the date of the notice. Employees who fail to file a claim during this fifteen (15) day period shall forfeit all rights to file claims for such promotions. All bids received will be submitted to the Employer Personnel Director. At the end of the fifteen (15) day period, the Employer shall award the job in accordance with Section (A) 3 (a). The employee being awarded the job shall be placed in such position within seven (7) days. Disputes arising over any promotion shall be resolved as provided in the Dispute Procedure, Article 2, Sections (C) and (E).

4. Seniority may be broken only by quitting, justifiable discharge, absence from work three (3) working days without permission, failure to report to work from layoff within forty-eight (48) hours after notification, being on a layoff for a continuous period of six (6) months or more, or failure to return to work in accordance with the terms of leave of absence.

(B) 1. In case of a layoff of any employee, "seniority" shall be applied in separate seniority units by county.

2. On layoff, the least senior full-time employee in their classification in their store has the following options.

(a) They may displace the least senior full-time employee in their classification in their county. If they are the least senior full-time employee in their classification in their county, they may:

(b) Displace the least senior full-time employee, first in their store then in their county, and then in the bargaining unit, irrespective of their classification, providing they have the ability to perform the work. If they are the least senior full-time employee in their county, they may:

1. Accept part-time work in their classification in their store claiming a part-time schedule based on their seniority, or

2. Go on lay-off status.

3. An employee who waives his option under subparagraphs (a) and (b) above, may exercise only the option under subparagraphs (1) and (2) above.

4. Part-time employees shall be laid off under the same rules specified for full-time employees in paragraph (B). If they wish to exercise their seniority on the county

basis, and then in the bargaining unit, they must advise their store manager.

5. Once an employee accepts one of the options above, they have no right to any additional options.

6. In the application of subparagraph (b) above it is understood that classifications other than Journeyman and Apprentice shall not have the right to bump into the Journeyman and Apprentice classifications.

7. It is understood that an employee shall not be allowed to bump into a promotable job.

8. It is understood that each employee's seniority within each classification shall be based on the employee's length of continuous service with the Employer, and there shall be no loss or forfeiture of seniority when an employee is promoted or transferred from one classification to another.

(C) Employees who are laid off due to a reduction in the work force shall be recalled in accordance with their seniority before the hiring of any new employees.

(D) Employees who are employed by the Employer and who are not in the bargaining unit that are placed in any capacity within the bargaining unit shall be treated as newly hired employees in regard to seniority among employees already in the bargaining unit. This shall exclude newly promoted employees for a period of ninety (90) days from date of such promotion and shall exclude employees who become bargaining unit employees as a result of negotiations between the Employer and the Union.

An employee promoted to a management position outside the bargaining unit may be returned to the bargaining unit without loss of accrued bargaining unit seniority rights.

An employee transferred to a position outside this bargaining unit but in another bargaining unit with the Employer, may return to this bargaining unit without loss of seniority.

(E) DEMOTIONS: Employees who are promoted and subsequently are either voluntarily or involuntarily reduced within one (1) year shall be returned to the store from which they were in upon being promoted.

ARTICLE 13 - NO STRIKES OR LOCKOUTS

(A) During the term hereof, the Union agrees there shall

be no strikes, or any other interference with, or interruption of, the normal conditions of the Employer's business by the Union or its members. The Employer agrees there shall be no lockout.

(B) However, no employee shall be required to cross a picket line when his health and/or safety would be endangered.

ARTICLE 14 - LEAVES OF ABSENCE

The Employer will grant leaves of absence without pay to employees for the following reasons:

A. Pregnancy:

1. A female employee shall be granted a pregnancy leave of absence to begin at a time, prior to childbirth, that the employee's doctor determines she should no longer work. The leave will expire at such time as the employee's doctor determines she may safely return to work.

2. If an employee on pregnancy leave of absence seeks employment elsewhere and is employed, she shall lose all seniority rights.

3. When returning from her leave, the employee shall give the store manager fourteen (14) days' notice as to the date the employee's doctor will release her to return to work. If the employee does not return to work at the time the leave expires, she shall be considered to have voluntarily resigned as of the last day worked.

B. Illness or injury of the employee which requires absence from work.

C. Personal reasons acceptable to the Employer and approved in advance.

D. Serious illness, injury or death in the employee's immediate family, as defined in Paragraph G of this Article. An employee must apply for such leave in writing.

Leaves under (A) and (B) above shall be supported by medical evidence, and shall be only for the duration of such pregnancy, illness, or injury, but in no event for more than one (1) year.

Leaves under (C) and (D) above shall be granted for not more than thirty (30) days, unless extended by mutual agreement.

E. Military Leave: Any employee in service under pro-

visions of Federal Law shall be returned to his job in accordance with such laws.

F. Union Business: The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity or other official Union business, provided the Employer is given at least one (1) week's notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year, nor more than one (1) per store.

G. Funeral Leave: In case of a death in the immediate family of an employee, the employee shall be paid for a reasonable period of absence, depending upon the circumstances, but in no event to exceed three (3) days, provided he/she attended the funeral. In no case will he/she receive more than his normal week's pay. "Immediate Family" shall mean Spouse, Parent, Mother-in-law, Father-in-law, Child, Brother, Sister, Grandparents, Grandchildren, or any relative residing with the employee.

H. Time spent on leave of absence will not be counted as time worked for the purpose of wage computation but will not result in loss of seniority. Failure to report back to work at the end of a leave of absence shall result in the employee being considered a voluntary quit. Any employee accepting employment elsewhere while on a leave of absence shall be considered a voluntary quit, except in case such employee works for the Union. The first sentence of this paragraph shall not apply to (F) of this Article.

I. Upon return to work from a leave of absence, the employee shall be restored to the job previously held or a job comparable with regard to work and rate of pay.

ARTICLE 15 - INJURY ON THE JOB

When an employee is injured on the job performing assigned duties, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care. When such employee returns to work following the injury and is certified as ready to perform all regular duties but requires medical treatment as a result of the same injury, the Employer is to provide both the time for medical care and the number of hours required to go to and from the doctor's office.

ARTICLE 16 - MERIT RAISES

It is agreed and understood that no merit raise will be

given without first receiving permission from the Union.

ARTICLE 17 - WORK SCHEDULES

Schedules will be made according to seniority where employees are available to work available hours. Not later than Friday Noon preceding each workweek, the Employer will arrange and post on a suitable bulletin board within the store, a schedule of the employees' working hours for the following workweek. Such schedule shall list all employees by name with their starting and finishing times, meal periods, breaks and days off. No change shall thereafter be made in said schedule unless for emergency reasons and only by agreement of the employee involved and the store steward; however, in the event of the absence of a scheduled employee, then the store manager will call in the most senior non-scheduled employee, scheduled for thirty-two (32) hours or less that week, if he needs to fill the vacancy. Employees shall be paid for all time worked.

Part-time clerks and utility clerks will be scheduled for a minimum of twelve (12) hours per week if the employee is available. Said schedule will allow the most senior part-time and utility clerks to claim their respective part-time and utility clerks' weekly schedules by seniority. Any claim of such schedule must be made within twenty-four (24) hours following the posting of the schedule.

ARTICLE 18 - MEAL AND BREAK PERIODS

All hours of work shall be consecutive except for meal periods which shall be one (1) hour. No employee shall be required to work more than five (5) hours without a meal period. The Employer agrees to grant all employees a fifteen (15) minute break for each four (4) hours worked not to exceed two (2) rest periods in any one (1) day. The Employer shall schedule breaks as near the middle of each four (4) hours of work as practical. Two (2) breaks shall be given for seven (7) hours or more.

Each store will have a suitable rest area or lounge for its employees located within the store.

ARTICLE 19 - WORKING CONDITIONS

A. The basic straight time workweek shall consist of forty (40) hours to be worked in five (5) days.

B. The basic straight time workday shall consist of seven (7), eight (8), or nine (9) hours with no more than two (2) nine (9) hour workdays in a workweek, with one (1) unin-

interrupted hour off for a meal period at approximately the middle of the workday.

C. In any calendar week in which a holiday occurs, overtime pay will not be due until the hours actually worked exceed forty (40) hours. However, no employee shall be required to work more than thirty-two (32) hours in a holiday week.

D. Overtime is defined as work in excess of straight time workday and/or workweek described above. Overtime work shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay.

E. Employees shall be guaranteed work for a full workday as defined in this Agreement, or pay in lieu thereof, on each day that they report to and remain available for work as scheduled by the Employer. Provided, however, that part-time employees shall be guaranteed work as scheduled, or pay in lieu thereof, but in no case for less than four (4) hours, if the employee is available. In the event a store or part of a store must be closed temporarily due to fire, act of God or other similar disaster, then the store involved shall be entitled to use temporary layoff procedures. A temporary layoff under this Section will never exceed seven (7) calendar days. If an employee is laid off pursuant to these temporary layoff provisions, then the provisions of Article 12 Section (B) shall not apply for the first seven (7) calendar days. However, the employer agrees to reschedule all employees for their full work schedule provided enough hours remain in the work week. For the purpose of this provision, daily overtime and night premium will be waived to allow the employees to make up lost hours, should they desire to make up lost hours. The employer shall make every effort to notify employees of any change in schedules to minimize any inconvenience.

F. There shall be no split shift worked by any employee.

G. Any employee absent on a scheduled workday will notify the store manager as soon as possible prior to his scheduled working time.

H. There will be a ten (10) hour break between the shifts of night stock crews.

I. In case of temporary transfer of a regular full-time or part-time employee, at the request of the Employer, involving more than ten (10) additional miles of travel per day, the employee will be reimbursed for the additional miles of travel at fourteen cents (\$.14) per mile.

ARTICLE 20 - PREMIUM WORK

Work performed by employees on any of the following days, or between the hours specified below, shall be considered as premium work and paid for according to the rates of pay set forth herein.

SUNDAY: All hours worked on Sunday will be outside the regular workweek for all employees. All hours worked on Sunday by any fulltime employee will be paid at time and one-half the employee's straight time hourly rate. All hours worked on Sunday by any part-time employee hired on or before October 4, 1982 will be paid at time and one-half the employee's straight time hourly rate. All hours worked on Sunday by any part-time employee hired after October 4, 1982 will be paid at a premium of One Dollar (\$1.00) per hour over their regular straight time hourly rate. There will be no pyramiding of premium pay, and any hours paid for at premium pay will not be counted in computing overtime.

Beginning with the schedule posted Friday, October 15, 1982, any part-time employee desiring to volunteer for Sunday work shall sign their name to a volunteer list. All Sunday work shall be rotated among the part-time employees signing the Sunday volunteer list. If there are insufficient part-time volunteers, the Employer will schedule part-time employees to work on Sunday in reverse order of seniority by classification. If there are still insufficient employees to man the store, then the Employer will schedule employees to work among full-time volunteers, and if there are still insufficient employees, the Employer can schedule full-time employees in reverse order of seniority. Part-time employees desiring to volunteer for Sunday work after October 15, 1982 will sign their name to the bottom of the list.

HOLIDAYS: Two times the employee's regular rate of pay. Employees hired after October 27, 1985 who work on holidays will be paid \$1.00 per hour over their straight time hourly rate plus holiday pay.

A forty cents (\$.40) per hour premium shall be paid for all hours of any shift worked by any employee when any part of the shift falls between the hours of twelve o'clock midnight and five o'clock A.M.

The Union recognizes the need for certain employees to work performing close-up duties and checking out and therefore, employees whose workday is completed within one (1) hour after store closing shall not be entitled to the night premium pay as provided for above.

All employees assigned to the night stock crew shall be paid the night premium for all hours worked.

ARTICLE 21 - FULL-TIME EMPLOYEES

A full-time employee is any employee who works or is scheduled to work the basic workweek as defined in this Agreement.

Part-time employees who occasionally work thirty-two (32) or more hours in a week shall not be considered full-time employees. However, part-time employees who average working thirty-two (32) hours or more per week for a continuous period of thirteen (13) weeks shall be reclassified to full-time status, forty (40) hours per week. For the purpose of this clause, Sunday and Holiday work will not be counted in the thirteen (13) week average, nor will the average be applied to create a full-time person where someone is stepped up in hours to cover vacation relief, sick leave replacement, or other such temporary situations. During the months of May through October it will not apply to students. In no event shall any hours worked on Sunday be considered in the determination of any employee's full-time status.

Part-time employees shall be given full-time employment before new employees are hired for full-time work, if the part-time employee is available for work.

ARTICLE 22 - TIME RECORDS

The Employer shall make suitable provisions for recording the hours worked by each employee covered by this Agreement, either through the use of time clock or such other method as may be satisfactory to the Union.

When requested to do so, the Employer will make such records available to an authorized representative of the Union for examination provided a dispute has arisen of time worked.

Failure of the Employer to comply with this provision shall not jeopardize an employee's right to wages for hours worked as claimed, and any dispute arising between the parties hereto because of such failure shall be promptly settled through the grievance and arbitration provisions of this Agreement, with full consideration being given to any relevant and pertinent evidence tending to support the employee's claim.

ARTICLE 23 - OFF CLOCK CLAUSE

The Employer and the Union agree that a proven violation of established time clock rules including working before punching in or after punching out may subject such an employee

to disciplinary action up to and including discharge.

ARTICLE 24 - REGISTER SHORTAGES

No employee shall be held responsible for pan shortages unless adequate procedures have been established by the Employer, and approved by the Union, through which the employee is allowed to check monies in and out of his/her assigned register pan at the beginning and end of each period of work with said register, and provided further that the employee shall have sole access to his/her assigned register pan in the interim.

No employee shall be required to make good any bad checks cashed, unless said checks are cashed in violation of posted store rules and regulations.

ARTICLE 25 - DEPARTMENT HEADS

Section 1. Designation. The following classifications are designated as department heads, shall be full-time employees, and shall be paid as provided in Schedule "A" Wages.

- a. Market Manager
- b. Produce Manager
- c. Front End Manager
- d. Grocery Manager
- e. Dairy-Frozen Food Manager
- f. Bakery Manager
- g. Assistant Grocery Manager

Section 2. Classifications of Department Heads.

A. Grocery, Produce, Market, Dairy-Frozen Food Managers, Assistant Grocery Managers, Bakery Managers, and Front End Managers will be classified based on the average weekly sales as shown in Schedule "A" Wages for a three (3) month period, beginning on the anniversary dates of this Agreement.

B. On new stores or stores which may be remodeled, the Grocery, Produce, Bakery, Dairy-Frozen Food, Market Managers, Assistant Grocery Managers, and Front End Managers shall be paid his/her previous rate for fourteen (14) weeks. At the end of the fourteen (14) weeks, the store will be reclassified based on the average weekly total sales for the department involved for the twelve (12) weeks immediately following the first two (2) weeks after opening or remodeling, and their rates will then be adjusted to the new classification. The Front End Managers' volume will be based on total store volume.

ARTICLE 26 - SPECIAL APPAREL AND EQUIPMENT

The Employer agrees to furnish special apparel for all employees and replace as needed and maintain any special apparel and equipment commonly worn or used by the employees in the performance of their work.

The term special apparel shall apply to garb not customarily worn as normal apparel, such as smocks, aprons, caps or other apparel designed to identify the wearer as an employee. The Employer shall furnish a reasonable number of rain capes for employees carrying out groceries.

ARTICLE 27 - SHOP STEWARDS

The Union shall have the right to designate a maximum of two (2) stewards in each store covered by this Agreement. The Union shall furnish the Employer with a complete list of stewards, which will be supplemented from time to time.

The stewards, or other individual employees covered hereby, shall not be considered agents of the Union for the purpose of calling strikes, or causing shutdowns or in any way interfering with the normal operations of these stores. The shop stewards shall perform their duties with the least inconvenience to the Employer as possible. The shop stewards shall not use their position as shop steward as an excuse to avoid performing their duties to the Employer.

All stewards in each of the Employer's stores including chief steward, co-steward, etc., shall receive a total of twelve dollars (\$12.00) per week, per store, over their regular rate of pay, to be divided and distributed among them in such portions or shares as the Union shall determine and advise the Employer.

In the interest of promoting cooperative relations, the store manager will introduce each new employee in their store to the Union shop steward within one (1) week after the new employee reports to work. At this meeting, which shall take place during working hours, the shop steward shall give the new employee a copy of the contract and shall explain its operations. The shop steward may answer any questions the new employee asks, may request the new employee to join the Union, and make arrangements for the new employee to become a member.

ARTICLE 28 - UNION STORE CARD

The Union agrees to issue a Union Store Card to the Employer under the rules governing Union Store Cards set

forth in the Constitution of the United Food and Commercial Workers International Union. Such Union Card is, and shall remain, the property of the said International Union, and the Employer agrees to surrender said Union Card to an authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement or the conditions under which said Union Store Card is issued.

ARTICLE 29 - VACATIONS

All employees, unless otherwise specifically exempted herein, shall receive an annual vacation with full pay therefor, as follows:

- One (1) week after one (1) year
- Two (2) weeks after three (3) years
- Three (3) weeks after seven (7) years
- Four (4) weeks after fourteen (14) years
- Five (5) weeks after twenty (20) years

Full pay for each week of the vacation periods specified above.

Such vacation pay shall be paid to the employee prior to the start of his vacation, if requested, and when any holiday named in Article 30 of this Agreement falls within the employee's vacation, an additional day off with pay shall be added to the employee's vacation, or pay given in lieu thereof, as if the employee had worked on such holiday.

Vacation periods shall be scheduled by the Employer with due regard to the seniority of employees, and employees will be given two (2) weeks advance notice of their scheduled vacation period. No vacation until qualified for vacation.

Vacation pay for employees returning from absence from work will be reduced as follows:

1. Absence from work up to 90 days will not reduce vacation pay.
2. Absence from work of 90 days but less than 180 days will reduce vacation pay by one-fourth (1/4).
3. Absence from work of 180 days but less than 270 days will reduce vacation pay by one-half (1/2).
4. Absence from work of 270 days or more will disqualify an employee for vacation pay for that year.

Vacation seniority and rights shall not be affected by

the sale or transfer of the stores in which the employees work, and in such instances, employees shall be paid earned vacation pay prorated to the time of such sale or transfer by the selling Employer. An employee discharged for dishonesty shall forfeit all rights to vacation then due.

Eligibility

1. A full-time employee will be eligible for one (1) week vacation as of their first anniversary of their beginning date of employment.

2. After qualifying for their first one (1) week vacation, a full-time employee who has completed one (1) year of service (but less than three) prior to January 1, is eligible for one (1) week of vacation as of January 1.

3. A full-time employee will become eligible for a second week of vacation as of their third anniversary of employment.

4. After qualifying for their first two (2) week vacation, a full-time employee who has completed three (3) years of service prior to January 1, is eligible for a two (2) week vacation as of January 1.

5. A full-time employee will become eligible for a third week of vacation as of the seventh anniversary of employment.

6. After qualifying for their first three (3) week vacation, a full-time employee who has completed seven (7) years of service prior to January 1, is eligible for a three (3) week vacation as of January 1.

7. A full-time employee hired prior to October 28, 1985 will become eligible for a fourth (4th) week of vacation as of their fourteenth anniversary of employment and a full-time employee hired after October 27, 1985 will become eligible for a fourth (4th) vacation week after twenty (20) years of employment.

8. After qualifying for their first four (4) week vacation, a full-time employee who has completed fourteen (14) years of service or twenty (20) years of service if hired after October 27, 1985 prior to January 1, is eligible for a four (4) week vacation as of January 1.

9. A full-time employee hired prior to October 28, 1985 will become eligible for a fifth (5th) week of vacation as of their twentieth anniversary of employment.

10. After qualifying for their first five (5) week vacation, a full-time employee who has completed twenty (20) years of service prior to January 1, is eligible for a five (5) week vacation as of January 1.

A part-time employee who is not entitled to vacation according to the preceding vacation policy shall be granted a part-time vacation under the same general rules as provided in the preceding policy for full-time employees.

Part-time vacations will be figured on the average hours worked in a vacation qualifying year.

ARTICLE 30 - HOLIDAYS

The following days shall be recognized and observed by the Employer as holidays:

New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and for employees hired prior to October 28, 1985 the Employee's Birthday.

Any other day observed by the Employer and on which the store is closed to the public shall be a holiday except Easter.

All employees shall be paid for the above holidays as follows:

Full-time employees - eight (8) hours straight time pay.

The birthday holiday will be observed the Monday following the employee's birthday, except in the event the Monday falls in a week in which another holiday named in this Article occurs, in which case the Monday following such week will be observed.

Employees with one (1) year's service as of their birthday will qualify for the birthday holiday.

Employees hired prior to October 28, 1985 with one (1) year or more service shall receive three (3) additional days' pay with their first week of vacation in lieu of a seventh (7th), eighth (8), and ninth (9th) paid holiday.

A part-time employee who has worked in twelve (12) or more weeks shall be entitled to holiday pay for the holidays set forth in Article 30. Employees who are absent on their own accord during a holiday week shall be paid for the hours

actually worked, except where absence is caused by proven illness or is excused by the Employer. The employee shall receive the holiday pay provided he worked any part of the holiday week. Holiday pay shall be figured on the average hours worked for the last four (4) weeks worked immediately preceding the holiday week on the following basis:

AVERAGE HOURS WORKED

Less than 32 hours
32 hours or more

HOLIDAY PAY

4 hours
8 hours

An employee who is off on leave for thirty (30) days or more will not receive holiday pay.

The right to holiday pay shall be forfeited by employees who fail to work their scheduled workday next prior to and after the holiday, unless absence from work on such days is because of any of the following reasons:

- A. Illness or accidental injury of the employee.
- B. Excused from such work by the store manager.
- C. Authorized funeral leave as provided for in this Agreement.

Holiday work shall be considered as premium work and paid for at two (2) times the employee's regular rate of pay. Employees hired after October 27, 1985 who work on holidays will be paid \$1.00 per hour over their straight time hourly rate plus holiday pay.

ARTICLE 31 - CHECK OFF OF DUES

The Employer agrees to deduct Union dues, initiation fees, and assessments weekly from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from the wages of employees.

In the event no wages are then due the employee or are insufficient to cover the required deduction, the deduction for such week shall nevertheless be made from the first wages of adequate amount next due to the employee and thereupon transmitted to the Union.

The sums so deducted by the Employer shall be remitted on a monthly basis to the local Union. It is understood that the Employer's responsibility for the performance of this service is strictly limited to the delivery of such dues, initiation fees, and assessments, to the Union and that the Employer incurs no liability as the result of inadvertent failure to deduct sums authorized for deduction by any employee. The Union will indemnify the Employer for all claims arising out of the Employer's compliance with this check off provision.

The Employer shall promptly notify the Union in writing of any revocation of the aforesaid authorization.

The Employer shall forward, each week, a copy of the amount deducted from the pay of each employee, to the President of the Union.

ARTICLE 32 - WAGE STATEMENTS

The Employer shall establish regular weekly pay days and furnish to each employee on such pay days, a wage statement showing the period of time covered, name of the employee, straight time and overtime hours worked, total amount of wages paid, and itemized deductions made therefrom. A similar statement will be given to the employee upon termination of employment.

ARTICLE 33 - WAGES

Wage rates for specified job classifications shall be as set forth in schedules attached hereto, as a part of this Agreement and shall be maintained for the life of this Agreement.

When a job classification is established by the Employer, for which no rate of pay is provided in said schedules, the Employer agrees to meet with the Union upon its request for the purpose of negotiations for wage rate for such classification.

The wage rate agreed upon as the result of such negotiations shall be effective from the date of the establishment of the new job classification. If agreement between the parties is not reached within thirty (30) days from the date of the Union's request for such negotiations, the matter may be referred by either party to the arbitration procedures as set forth in this Agreement, and the decision shall be binding upon the parties for the remaining term of this Agreement.

It is understood that when an employee is assigned to a job with a lesser rate of pay, the employee will be entitled to the regular rate of pay, unless due to a decrease of work, the employee has been regularly assigned to a lower rated job and desires to retain such a job rather than accept a layoff.

Relief Pay - An employee will be assigned by the employer to relieve a Front End Manager, Produce Manager, Market Manager, Boxman, Grocery Manager, Dairy-Frozen Food Manager, Bakery Manager, Assistant Front End Manager, Assistant Grocery Manager, and Assistant Produce Manager who is absent for one (1) week or more and shall receive the minimum contract rate for that classification for such time spent on relief.

ARTICLE 34 - VOTING TIME

During the general elections (National and State) employees shall be granted reasonable time off, with pay, to vote providing time off is necessary. Employees shall show proof of voting registration if required by the Employer.

ARTICLE 35 - BULLETIN BOARDS

The Employer will provide a bulletin board in each store. The Union may post notices necessary for conducting Union business with prior approval of the Employer.

ARTICLE 36 - UNION COOPERATION

A. The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer.

B. The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores, and in caring for equipment and machinery.

C. The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity of such changes and improvements.

D. The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the

Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

E. The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

ARTICLE 37 - HEALTH & WELFARE

A. 1. The term "eligible employee" shall mean an employee who has worked an average of twenty-eight (28) hours per week for a period of eight (8) consecutive calendar weeks (224 hours) excluding utility clerks. Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks (224 hours), and such date shall hereinafter be referred to as his eligibility date.

2. In the case of part-time employees, the term "eligible employee" shall mean an employee who has worked an average of twelve (12) hours or more per week for the eight (8) consecutive weeks immediately preceding the first of any month excluding utility clerks. Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks, and such date shall hereinafter be referred to as his eligibility date.

B. 1. The Employer shall contribute one hundred forty-five dollars (\$145.00) per month for each eligible employee (effective June 1, 1986, one hundred fifty-four dollars (\$154.00) per month) to the United Food and Commercial Workers Unions and Employers Health and Welfare Fund which fund is a jointly administered Employer and Union Trust Fund, as provided in the Trust Agreement.

2. The Employer shall contribute forty-six dollars and fifty cents (\$46.50) per month for each eligible part-time employee.

3. The Employer shall contribute for each eligible employee, whether full-time or part-time, four dollars (\$4.00) per month) to the United Food and Commercial Union Workers Unions and Employers Legal Assistance Fund as provided in the Trust Agreement excluding utility clerks.

4. On full-time and part-time Health and Welfare contributions, excluding Legal Assistance Fund, for 1987 and 1988, the Employer will contribute the same amounts on the same dates as Big Apple and Colonial in Atlanta; however, no additional funds will be included in this Agreement as the Legal Assistance Fund was included in 1979. Also, no contribution on retirees will be made regardless of what Big Apple

and Colonial do.

5. Utility clerks will be excluded from all Health and Welfare and Legal Assistance Fund contributions. Health and Welfare and Legal Assistance Fund contributions for part-time employees will be delayed nine (9) months from date of hire. This applies to Zone III and new hires in Zone I, Zone II, and Dothan.

C. Contributions to each Trust Fund shall be discontinued as of the first of the month immediately following:

1. A lay-off or leave of absence of thirty (30) calendar days or more except as otherwise provided below:

2. The employee's ceasing to be an eligible employee due to his failure to work an average of twenty-eight (28) hours or more per week for eight (8) consecutive calendar weeks (224 hours) or in the case of a part-time employee, due to his failure to work an average of twelve (12) hours or more per week for the eight (8) consecutive weeks immediately preceding the first day of any month. For the purpose of this paragraph, an eligible employee who is on an approved personal leave of absence of two (2) weeks or less or on military leave of absence of two (2) weeks or less shall be credited with the hours he would normally have worked in such week or weeks.

D. Contributions to each Trust Fund shall be continued under the following conditions:

1. In case of illness, pregnancy, non-compensable injury, six (6) months contribution following the month in which the illness or injury occurred.

In case of compensable injury, contributions will be made until such time as the employee is allowed to return to work or a final settlement is reached on his claim.

2. The Employer agrees to pay the contributions to each Trust Fund for eligible employees for one (1) month following termination of employment. This obligation shall not be required when an employee is discharged for dishonesty, drinking, or drunkenness on the job or resigns to go into business for himself.

E. Employee contributions which have been discontinued as provided in paragraph D-1, will be resumed on the first day of the month following return to work on the Employer's active payroll after illness, injury, or pregnancy.

F. The "eight (8) consecutive calendar weeks" referred to in paragraph A shall mean the eight (8) consecutive calendar weeks immediately preceding the first day of the calendar month.

G. When an employee fails to qualify for the twenty-eight (28) hour contribution as provided in paragraph B-1 but qualifies for the twelve (12) hour contribution provided in paragraph B-2, that contribution shall be made when the contribution provided in paragraph B-1 is discontinued.

ARTICLE 38 - NON-DISCRIMINATION

The Union and the Employer each agree, separately and collectively, that the employment practices followed shall be without regard to race, color, religion, age, sex, or national origin, and that equal opportunity for employment shall be assured each qualified individual.

ARTICLE 39 - PENSION PLAN

A. The Employer agrees to contribute to a jointly administered Trust Fund to be known as the UNITED FOOD AND COMMERCIAL WORKERS UNIONS AND EMPLOYERS PENSION FUND the sum of forty cents (\$.40) per hour for all hours paid, up to and including forty (40) hours a week, for all employees in the bargaining unit herein described except as otherwise excluded in this Article. Hours paid shall include paid hours of vacation, holidays, and other hours of leave paid for by the Employer. Such contribution shall be made on or before the twentieth (20th) of each month for the preceding calendar month.

B. The contribution provided for in (A) hereof shall be for the purpose of providing such pension benefits for eligible employees, including employees of the Trust Fund, as shall be determined from time to time by the Trustees of the aforesaid Trust Fund pursuant to the terms of the Trust Agreement which shall be agreed upon and executed by the parties hereto and attached to this Agreement. For the purpose of this paragraph, Trustees shall not be considered employees of the Trust Fund.

C. The Trust Agreement and Pension Plan established pursuant to this Agreement shall receive and maintain Treasury Department approval and qualify for the tax exemption provided for by the Internal Revenue Code of 1954, as amended, and the regulations and rulings thereunder.

D. The Employer shall begin to make contributions to the Trust Fund on January 1, 1971. In the event the Treasury

Department approval has not been received, or contributions to the Trust Fund are not deductible expenses under the Internal Revenue Code of 1954, as amended, or the Trust is not in operation by January 1, 1971 for any reason, or if for any reason the Fund cannot begin to receive contributions by January 1, 1971, then all of the contributions which the Employer is required to make to the Fund shall be paid into a separate, interestbearing bank account until such time as the Trust Fund can receive such contributions and interest. Upon payment of monthly contributions, the Employer shall report to the Union and the Trust Fund all hours worked by all employees for which contributions were required during the preceding month.

E. On the date that the Employer is obligated to make contributions into the Pension Fund or into the interest-bearing bank account provided for above, the employees covered by this Agreement upon such date shall automatically cease to participate in the Employer's Pension Plan (if any) then in effect. The Union as the bargaining agent for the employees covered by this Agreement agrees on behalf of each of the said employees who are participants in the Employer's Pension Plan that each of said employees in consideration of the Agreement by the Employer to contribute to the UNITED FOOD AND COMMERCIAL WORKERS UNIONS AND EMPLOYERS PENSION FUND enabling said employees to participate therein shall then withdraw from and surrender, release and relinquish whatever rights, privileges, and benefits he has, if any, in the Employer's Pension Plan effective with the date the Employer is obligated to make payments into the UNITED FOOD AND COMMERCIAL WORKERS UNIONS AND EMPLOYERS PENSION FUND.

F. The Employer agrees that any retail Employer who executes or has executed a collective bargaining agreement with this Union or with other Local Union, within the geographical jurisdiction of the United Food and Commercial Workers International Union, which provides for contributions to a Pension Fund, shall be entitled to become a signatory to the Trust Agreement mentioned above by agreeing to the terms of the Trust Agreement and is accepted for participation in the Fund by Trustees in accordance with the provisions of the Trust Agreement.

G. Contributions for all employees hired after October 27, 1985 will begin on their first anniversary date of employment.

ARTICLE 40 - TERM OF AGREEMENT


A. This Agreement shall be effective as of 12:00 A.M., October 20, 1985, and shall remain in force and effect until its expiration date, September 24, 1988 at 12:00 P.M. (midnight).

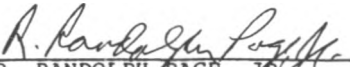
B. On or before sixty (60) days prior to the expiration date set forth above, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement. Promptly following such notification, and during such sixty (60) day period, the parties hereto shall meet and engage in such negotiations.

C. If neither party hereto gives notice to the other party of its desire to negotiate a successor Agreement prior to the expiration date of this Agreement as above provided, this Agreement shall automatically be renewed for successive one (1) year terms thereafter.

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1657
AFL-CIO-CLC

FOOD WORLD, INCORPORATED


WAYMON ELSBERRY
PRESIDENT AND CHIEF EXECUTIVE
OFFICER


R. RANDOLPH PAGE, JR.
VICE-PRESIDENT OF PERSONNEL

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1657
AFL-CIO-CLC


GEORGE L. SEIDENFADEN
EXECUTIVE ASSISTANT TO THE
PRESIDENT

ZONE I AND ZONE II RATES FOR EMPLOYEES HIRED PRIOR TO 10/5/82

PRESENT RATES (HIRED
PRIOR TO 10/5/82)

10/20/85 - 9/24/88

	<u>Zone I</u>	<u>Zone II</u>
FULL-TIME CLERKS, GRO., PRO., OFFICE, WRAPPERS, CHECKERS (HIRED PRIOR TO 10/5/82)		
START		
06 Months	5.81	5.66
12 Months	6.30	6.15
18 Months	6.65	6.50
24 Months	7.30	7.15
30 Months	7.85	7.70
36 Months	8.60	8.45
42 Months	9.35	9.20
	10.11*	9.96*

FULL-TIME BAKERY CLERKS (HIRED
PRIOR TO 10/5/82)

START	4.70	4.55
06 Months	5.30	5.15
12 Months	5.70	5.55
18 Months	6.10	5.95
24 Months	6.20	6.05
30 Months	7.12	6.97
36 Months	8.04	7.89
42 Months	8.98*	8.83*

No employee hired after 10/5/82 can progress to these rates.

Part-time clerks on this scale will progress one (1) bracket each nine (9) months; full time clerks, one (1) bracket each six (6) months.

FULL & PART-TIME

UTILITY CLERKS 4.91*(hired prior to 9/30/79) 4.00*(hired prior to 10/5/82 but after 9/30/79)
All Utility Clerks who are promoted after 10/5/82 shall go to the next highest rate on the
"1985 Contract Rate" for employees hired after 10/5/82 and then will progress as outlined
on that scale.

JOURNEYMAN MEAT CUTTER	11.52*	11.37*
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*Red Circle Rates

ZONE I AND ZONE II - RATES

PRESENT RATES

10/20/85 - 9/24/88

FRONT END MANAGER (1 PER STORE)

<u>Total Store Volumes</u>	<u>Zone I</u>	<u>Zone II</u>
100,000 - Under	11.40	11.25
100,001 - 200,000	11.65	11.50
200,001 - 300,000	11.90	11.75
300,001 - Over	12.15	12.00

GROCERY MANAGER (1 PER STORE)

<u>Grocery Volumes</u>		
100,000 - Under	11.40	11.25
100,001 - 200,000	11.65	11.50
200,001 - 300,000	11.90	11.75
300,001 - Over	12.15	12.00

PRODUCE MANAGER (1 PER STORE)

<u>Produce Volumes</u>		
10,000 - Under	11.40	11.25
10,001 - 15,000	11.65	11.50
15,001 - 20,000	11.90	11.75
20,001 - Over	12.15	12.00

BAKERY MANAGER (1 PER DEPT.)

<u>Deli Bake Volumes</u>		
5,000 - Under	10.60	10.45
5,001 - 10,000	10.65	10.50
10,001 - 15,000	10.70	10.55
15,001 - Over	10.75	10.60

MARKET MANAGER (1 PER STORE)

<u>Market Volumes</u>		
25,000 - Under	12.55	12.40
25,001 - 50,000	12.80	12.65
50,001 - 75,000	13.05	12.90
75,001 - Over	13.30	13.15

(Zone I and Zone II Manager Rates Cont'd)

10/20/85 - 9/24/88

DEPARTMENT MANAGERS

Employees hired prior to 10/5/82 promoted to Department Managers on or after 10/21/85 will go to the lowest volume rate for their zone, where they will remain for six (6) months. Thereafter, they will go to red circle Department Head rates for their store volume in their zone.

ASSISTANT DEPARTMENT MANAGERS

Employees hired prior to 10/5/82 promoted to Assistant Manager on or after 10/21/85 will go to the red circle assistant department rate.

	<u>Zone I</u>	<u>Zone II</u>
ASS'T GROCERY MANAGER (\$100,000 Volume)	10.26	10.11
ASS'T FRONT END MANAGER (12 MID.)	10.26	10.11
ASS'T PRODUCE MANAGER (12 MID.)	10.26	10.11
DAIRY & FROZEN FOOD MANAGER	10.26	10.11

BOXMAN (1 PER STORE) (FULL-TIME EMPLOYEE	11.72	11.57
DAIRY-FROZEN FOOD MANAGER STORES WEEKLY VOLUME - Under \$100,000 (1 per store)		
\$100,000 and over (1 Dairy-Frozen Food and 1 Assistant Grocery Manager both at same rate).		

1985 CONTRACT RATES

PART-TIME

10/20/85 - 9/24/88

	<u>Zone I</u>	<u>Zone II</u>
Start	4.00	3.85
6 Months	4.10	3.95
12 Months	4.20	4.05
18 Months	4.45	4.30
24 Months	4.60	4.45
30 Months - After Completion of 30 months part-time employees will progress to the full-time start rate and then progress one (1) bracket each nine (9) months thereafter.		

FULL-TIME

Start	4.65	4.50
6 Months	4.80	4.65
12 Months	4.95	4.80
18 Months	5.25	5.10
24 Months	5.50	5.35
30 Months	6.40	6.25
UTILITY CLERKS	3.70	3.55

All employees hired or promoted after 10/5/82 go on these rates.

This rate covers all clerks, including but not necessarily limited to grocery, meat, produce, bakery, front end, and office. Also included in this schedule is what the Employer formerly referred to as journeyman meat cutters and apprentices. There will be no apprentice or journeyman schedule -- they all progress through this rate schedule.

Promotions to department head positions from the "1985 Contract Rates" go to Zone III department head rates.

Promotions to assistant department head positions from the "1985 Contract Rates" will go to \$7.40.

For department heads, assistant department heads, and all clerks on top rates including top new hire rates, in lieu of a cents per hour wage increase, the company will pay a \$300.00 bonus upon ratification of this Agreement and a \$300.00 bonus on the beginning date of the second year of this Agreement.

Utility Clerks can only perform duties such as sacking, cleaning, and assisting customers in getting groceries to the car.

ZONE III - RATES

PART-TIME

10/20/85 - 9/24/88

Start	3.85
6 Months	3.95
12 Months	4.05
18 Months	4.30
24 Months	4.45
30 Months	- After completion of 30 months part-time employees will progress to the full-time start rate and then progress one (1) bracket each nine (9) months thereafter.

FULL-TIME

Start	4.50
6 Months	4.65
12 Months	4.80
18 Months	5.10
24 Months	5.35
30 Months	6.25
Utility Clerks	3.55

Employees in Zone III will not receive the three (3) extra paid holidays.

The only classified jobs will be Front End Manager, Grocery Manager, Market Manager, Produce Manager, Boxman, and Bakery Manager.

This rate covers all clerks, including but not necessarily limited to grocery, meat, produce, bakery, front end, and office. Also included in this schedule is what the Employer formerly referred to as journeyman meat cutters and apprentices. There will be no apprentice or journeyman schedule -- they all progress through this rate schedule.

ZONE III - RATES

10/20/85 - 9/24/88

FRONT END MANAGER (1 PER STORE)Total Store Volumes

100,000 - Under	8.40
100,001 - 200,000	8.65
200,001 - 300,000	8.90
300,000 - Over	9.15

GROCERY MANAGER (1 PER STORE)Grocery Volumes

100,000 - Under	8.40
100,001 - 200,000	8.65
200,001 - 300,000	8.90
300,001 - Over	9.15

PRODUCE MANAGER (1 PER STORE)Produce Volumes

10,000 - Under	8.40
10,001 - 15,000	8.65
15,001 - 20,000	8.90
20,001 - Over	9.15

BAKERY MANAGER (1 PER DEPT.)Deli Bake Volumes

5,000 - Under	7.60
5,001 - 10,000	7.65
10,001 - 15,000	7.70
15,001 - Over	7.75

MARKET MANAGER (1 PER STORE)Market Volumes

25,000 - Under	9.55
25,001 - 50,000	9.80
50,001 - 75,000	10.05
75,001 - Over	10.30

BOXMAN (1 PER STORE) (Full-Time Employee)	8.72
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DOTHAN, ALABAMA

PRESENT RATES (HIRED PRIOR
TO 10/5/82)

10/20/85 - 9/24/88

FULL-TIME CLERKS, GRO., PRO., OFFICE,
WRAPPERS, CHECKERS (HIRED AND/OR
PROMOTED AFTER 9/29/79 BUT PRIOR TO
10/5/82)

Start	4.55
6 Months	4.90
12 Months	5.10
18 Months	5.40
24 Months	5.70
30 Months	7.35

FULL-TIME BAKERY CLERKS (HIRED
AND/OR PROMOTED AFTER 9/29/79
BUT PRIOR TO 10/5/82)

Start	4.35
6 Months	4.65
12 Months	4.85
18 Months	5.10
24 Months	5.45
30 Months	6.70

FULL & PART-TIME UTILITY CLERKS 3.75

Utility Clerks can only perform duties such as sacking, cleaning, and assisting customers in getting groceries to the car.

All Utility Clerks who are promoted after 10/5/82 shall go to the next highest rate on the Zone III scale for employees hired after 10/5/82 and then shall progress as outlined on that scale.

JOURNEYMEN MEAT CUTTER	9.37
BOXMAN (1 PER STORE) (FULL-TIME EMPLOYEE)	9.57
ASS'T GROCERY MANAGER (\$100,000 VOLUME)	8.11
ASS'T FRONT END MANAGER (12 MID.)	8.11
ASS'T PRODUCE MANAGER (12 MID.)	8.11
DAIRY & FROZEN FOOD MANAGER	8.11

DAIRY & FROZEN FOOD MANAGER - STORES WEEKLY VOLUME - UNDER \$100,000 (1 PER STORE)
\$100,000 & Over - (1 DAIRY-FROZEN FOOD AND 1 ASSISTANT GROCERY MANAGER BOTH
AT SAME RATE)

DOTHAN,, ALABAMA

10/20/85 - 9/24/88

FRONT END MANAGER (1 PER STORE)Total Store Volumes

100,000 - Under	9.25
100,001 - 200,000	9.50
200,001 - 300,000	9.75
300,001 - Over	10.00

GROCERY MANAGER (1 PER STORE)Grocery Volumes

100,000 - Under	9.25
100,001 - 200,000	9.50
200,001 - 300,000	9.75
300,001 - Over	10.00

PRODUCE MANAGER (1 PER STORE)Produce Volumes

10,000 - Under	9.25
10,001 - 15,000	9.50
15,001 - 20,000	9.75
20,001 - Over	10.00

BAKERY MANAGER (1 PER DEPT.)Deli Bake Volumes

5,000 - Under	8.45
5,001 - 10,000	8.50
10,001 - 15,000	8.55
15,001 - Over	8.60

MARKET MANAGER (1 PER STORE)Market Volumes

25,000 - Under	10.40
25,001 - 50,000	10.65
50,001 - 75,000	10.90
75,000 - Over	11.15

DEPARTMENT MANAGERS

Employees promoted to Department Managers on or after 10/5/82 will go to the lowest volume rate for their zone, where they will remain for six (6) months. Thereafter, they will go to their store volume rate for their zone.

MY BUSINESS AGENT

IS.....

205-942-2483

"QUARTERLY UNION MEETINGS"

JANUARY — 2nd TUESDAY

APRIL — 2nd TUESDAY

JULY — 2nd TUESDAY

OCTOBER — 2nd TUESDAY

"Notices will be mailed out for all meetings time and place."



UFCW LOCAL 1657

840 OAK GROVE ROAD
BIRMINGHAM, ALABAMA 35209
PHONE (205) 942-2483

AREA OFFICES

Mobile	(205) 432-3330
Montgomery	(205) 288-8458

The following information is the most frequently needed by our members and is provided for your convenience.

For additional information you may desire, contact your Union Steward or the Union Office.

THE UNION STEWARDS IN THIS STORE ARE:

_____ and _____

HEALTH & WELFARE OFFICE
Toll Free Number 1-800-241-3473

VISION CARE OFFICE
Toll Free Number 1-800-638-3120

PENSION OFFICE
Toll Free Number 1-800-241-7701

**UFCW LOCAL 1657
ORGANIZING OFFICE**
(205) 942-2484

LEGAL ASSISTANCE OFFICE
(205) 328-9576

OFFICE HOURS:
8:30 A.M. to 4:30 P.M.

ATTEND YOUR UNION MEMBERSHIP MEETINGS!

WAYMON ELSBERRY
PRESIDENT AND CHIEF EXECUTIVE OFFICER

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